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An American Lawyer in the Paris Courts

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THE civil and criminal courts of Paris occupy the great building on the Ile de la Cite, known as the Palais de Justice. This stands upon the oldest ground in the city—upon the site of what was the original Paris, as Cæsar's generals came upon it, 50 B. C., in their conquest of Gaul; where the residence of the Roman governor stood in the days of Roman occupation; where later stood the ancient palace of the Kings of France. The Palais de Justice is structurally incorporated with the still larger range of buildings known as the "Conciergerie;" since the fourteenth century it was the residence of the "Concierge," a high functionary of the King's "Parlement." Even as it stands to-day, a part of the Conciergerie dates back to the fifteenth century; that is to say, the towers along the Seine Façade —a picturesque reminder of feudal times.

Since we are at the gate of the Palais de Justice let us spend a little time among the advocates and their clients in the great hall—the Salle des Pas Perdus. (In an interesting work, by the way, on this building, with a preface by the younger Dumas, the amendment "La Salle du temps perdu" is recommended.)

English counsel, as one sees them in the court rooms and corridors of the London law courts on the Strand, are a dignified, cleanshaven, bewigged race, striving to

appear old and inscrutable and important. They are careful of appearances; they receive instructions only through solicitors; they weigh their words; sagacious reserve is their fetish. Lacking the wig and gown, our American legal brethren have, perhaps, a less professional appearance, with equal dignity. But in the Palais de Justice everyone talks at once; no one cares a sou for appearance or reticence; there are no wigs, no shorn lips, no affectation of a superhuman knowledge of the world. The French advocate comes into direct communication with his client for the most part here. The movement as well as the vociferation is incessant, for out of this great hall open as many doors as there are in a French farce, and every door is continually swinging. This hall serves, in fact, as a vestibule to the seven civil chambers constituting the Tribunal de Premiere Instance. Judges in black robes and black velvet cap, black-mustached and often black-bearded as well, advocates, notaries, clients —hundreds of them. Notices forbidding smoking are numerous—as a natural result, every advocate and every client is puffing hard at his cigarette.

This great corridor-hall, the Salle des Pas Perdus, takes its name from the much older vaulted hall beneath it, where the name had a terrible significance. Through that lower hall the victims of the Revolution passed on their way from their cells in the Conciergerie to the Cour de Mai and execution. It was in the same Cour de Mai, or courtyard of the Palais de Justice, that the carts or tumbrils stood each morning in that sanguinary time of the French Revolution, in readiness to convey that day's list to the guillotine, and, opening directly upon this court is a room where the condemned assembled and where their last farewells were spoken in those days of 1793. This room is now used as a restaurant, and is filled, during the sessions of the courts, with lawyers and clients, talking, eating—not in the least mindful of such ghosts of the past as may be at their elbow. . . .

The "conclusions," as they are called in a French lawsuit, correspond to the pleadings under our system. When the lawyers on each side of an action have framed their conclusions, viz., of liability and nonliability, issue is joined and the question of dispute is ready for submission to the court. There the conclusions are followed up by the avocats in what is called the "plaidoirie"—that is to say, viva voce argument. The judges decide upon each of the "chefs" or heads of the conclusions, and are not allowed to express their opinion on points not raised by the conclusions. The judgment is based on the conclusions, and often is nothing more nor less than a copy of some of them. In other words, the

"conclusions" in French practice have the same object as in America or England, viz., to narrow down the points of discussion so as to enable issue to be joined. . . .

French law does not agree with ours in respect to the burden of proof and the presumption of innocence in a criminal trial. In France a prisoner is not committed for trial save as the result of a lengthy and detailed interrogation and examination by the committing magistrate, in the course of which the case against the accused is quite fully gone into. Consequently, if he is finally held for trial, it is considered that the logical prima facie presumption, so far as there is any, is one of guilt, and the burden is upon the accused to establish his innocence. . . .

An American lawyer sufficiently familiar with the language to follow the proceedings in a trial in the cour 'd' assize (criminal court) in Paris would be shocked at the informality of the affair. The judges, the prosecuting attorney, counsel for the defense, the witnesses, and the prisoner, each and all, seize upon the slightest pretext to make a speech and to harangue the court and the public. There appears to be but one rule of evidence, namely, that anything and everything that the state or the defense considers may be helpful in the way of testimony is admissible. And worst of all, from our viewpoint, a witness on the stand, no matter for what purpose or by whom he has been called, may be, and often is, asked his opinion as to the guilt or innocence of the accused. . . .

The writer, while practising in Paris, was at some pains to ascertain from French attorneys how far, if at all, the judgments of their courts were influenced by prior decisions.

It is laid down by French textwriters and commentators as a fundamental principle that court decisions have no binding force as precedents. The decisions of a higher court may be disregarded by the lower court, and, as far as the principle goes, the higher court need not feel itself trammelled in any way by its own previously rendered decisions. The reason given for this is that, since states of fact are continually varying, the ends of justice are better subserved by leaving the courts free to decide each case by applying general principles of law to its particular facts in such manner as shall do justice in the case before the court, without any necessary obligation to follow either a line of prior decisions of that court, or the rulings of the court of last resort upon the point involved.

Such is undoubtedly the theory of French jurisprudence; but in the practice very great weight is accorded to prior decisions, and they are carefully studied and compared by lawyers and jurists alike.

A French attorney who can show the court numerous decisions to sustain his view holds a position of advantage very similar to that of an American or English lawyer who can demonstrate that the authorities in his jurisdiction are with him. In other words, it is clear that, in practice, the general statement that the French courts entirely disregard precedents calls for considerable modification. . . .

To express an opinion as to the relative merits of French and American advocacy would be a difficult matter. Certain differences in method are apparent, but these differences are, for the most part, explained by racial characteristics. That is to say, the French advocate conducts his argument in a somewhat more imaginative and oratorical style than would ordinarily be employed by an American lawyer of the present day. . . .

While we may naturally feel, in any comparison between the bench and bar of France and that of our own country, that the ends of justice are, on the whole, better subserved by our law and judicial procedure, yet no American lawyer can come into professional contact with the French notary and avocat, or attend the sessions of the courts of Paris, without realizing and acknowledging the uniform courtesy and good breeding of the bench and bar of France, alike in their social and professional relations, and the high level of integrity and ability which they display.—Extracts from Address before the Bar Association of Tennessee.

The Bulwark of the Law

(*Ex-Governor Charles S. Whitman before N. D. Bar Association*)

We love to think of the days, or at least of the men and the women, from whom we draw our being; that those wonderful men and women did, and what they suffered and what they accomplished. Among other things, this is what they did: When they came here into the wilderness they brought the Bible with them, and the school books, and they built the little churches and schoolhouses, and above all else they built the little homes, but they didn't build the church first, and they didn't build the schoolhouse first, and they didn't build the home first out here in what was then wilderness. They built a rude stockade first before they brought the women here and before they could build the church, or the schoolhouse or home; they built this heavy wooden wall, and then having built it they proceeded to protect it. Inside that stockade they finally built the schoolhouse, and the little chapel, and the home, but they built that stockade first, and they held that; and if they couldn't hold the stockade against the savage they couldn't have the church and the home and the schoolhouse. If that stockade fell, everything else went with it. We like to think that the time has gone by when we need walls of wood, or earth or stone. We always love to say that we have built here a bulwark stronger than wood or stone, a wall that will protect our people if they will keep back of it, that will protect the home and everything that is dear to us and it will, and it has, and that is the law.

A.L.R.—"For Every Lawyer Who Briefs."

Right to Appear by Counsel in a Criminal Case

BY T. H. McGREGOR, ESQ., OF THE HOUSTON-AUSTIN BAR

THAT there is a charmed circle of judicial dignity and decorum that surrounds a court, the invasion of which by counsel constitutes contempt, is not to be disputed. It is equally true that there is a sphere of duty and obligation belonging to counsel engaged in the defense of one charged with crime, the invasion of which by the court is judicial usurpation which operates a denial of fundamental rights guaranteed to defendant and his counsel by the organic law of the land. There are rights inherent in the court which counsel must respect; there are also rights belonging to counsel which courts must not deny or abridge. The right to appear by counsel in a criminal case is fundamental in our government, . . . and is expressed in varying and different forms in every state Constitution in this Union except in Virginia, where it is given independent of the Constitution. The right was omitted in the United States Constitution, as submitted for ratification, and its absence was so objectionable that it was made the substance of the Sixth Amendment thereto and promptly adopted and is now a part thereof. So important is this right, so beneficial in its effect, and so cherished by the American people is it, that no reputable freeman has ever challenged it or sought to exclude it from the organic law of the states or nation. It is an important right; it is a great right. Its principle is the same whether applied in the obscure case of the unimportant individual or invoked in the cause celebre of the high and mighty. The preserving principles of liberty do not shrink; they admit of no abridgment; they cannot be cabined, cribbed nor confined, but must be coextensive with the orbits in which they move. When encroached upon by usurpation or tyranny their apparent atrophy portends their destruction and loss as certainly as the gathering shadows of evening foretell the darkness of the coming night. The right to appear by counsel upon a trial for a felony was not the result of sudden accomplishment, the fruit of easy achievement; it was not a privilege permitted by the common law—the pride and glory of England's civilization. In all of her ancient State Trials the defendant had to tread the judicial

"winepress alone." Struggling against executive and judicial tyranny, her great and good lifted their tear-stained faces to God and the stars and prayed for a counsel and a guidance which was denied them in the courts of their country. These State Trials constitute the blackest pages in the judicial history of England, and it may be safely asserted that their somber hue is attributable to the facts that the defendants were denied copies of the indictments upon which they were tried, were not allowed process for witnesses and were denied the invaluable right of appearance by counsel.

But the struggle for these great rights was long and the progress of their procurement was slow. Following the Revolution of 1688, effort was made to secure defendants upon trial for treason these rights. This was the celebrated bill regulating the trials for treason. Macaulay, in volume 4, page 141, of his "History of England," in speaking of this bill, says:

> "During the eight years which preceded the revolution, the Whigs had complained bitterly, and not more bitterly than justly, of the hard measure dealt out to persons accused of political offenses. Was it not monstrous, they asked, that a culprit should be denied a sight of his indictment? Often an unhappy prisoner had not known of what he was accused till he had held up his hand at the bar. The crime imputed to him might be plotting to shoot the King; it might be plotting to poison the King. The more innocent the defendant was, the less likely was he to guess the nature of the charge on which he was to be tried; and how could he have evidence ready to rebut a charge the nature of which he could not guess? The Crown had power to compel the attendance of witnesses. The prisoner had no such power. If witnesses voluntarily came forward to speak in his favor, they could not be sworn. Their testimony, therefore, made less impression on a jury than the testimony of the witnesses for the prosecution, whose veracity was guaranteed by the most solemn sanctions of law and of religion. The juries, carefully selected by sheriffs whom the government had named, were men animated by the fiercest party spirit, men who had as little tenderness for an Exclusionist or a Dissenter as for a mad dog. The Crown was served by a band of able, experienced and unprincipled lawyers, who could, by merely glancing over a brief, distinguish every weak and every strong point of a case, whose presence of mind never failed them, whose flow of speech was inexhaustible, and who had passed their lives in dressing up the worse reason so as to make it appear the better. Was it not horrible to see three or four of these shrewd, learned and callous orators arrayed against one poor wretch who had never in his life uttered a word in public, who was ignorant of the legal definition of treason and of the first principles of the law of evidence, and whose intellect, unequal at best to a fencing match with professional gladiators, was confused by the near prospect of a cruel and ignominious death? Such, however, was the rule; and even for a man so stupefied by sickness that he could not hold up his hand or make his voice heard, even for a poor old woman who understood nothing of what was passing except that she was going to be roasted alive for doing an act of charity, no advocate was suffered to utter a word. That a state trial so conducted was little better than a judicial murder had been, during the proscription of the Whig party, a fundamental article of the Whig creed."

The bill passed the House of Commons, but was amended in the House of Lords by taking away from the English people an existing cherished right. The House of Lords believed that the Commons, rather than lose their bill, would accept the amendment. The House

of Commons declined to accept the amendment, and the bill was lost.

Again it was brought forward at another Parliament, under the reign of William III. Of the bill, at this time, Macaulay, in volume 5 of his "History of England," at pages 80 and 81, says:

> "The session had scarcely commenced when the bill for regulating trials in cases of high treason was again laid on the table of the Commons. Of the debates which followed nothing is known except one interesting circumstance which has been preserved by tradition. Among those who supported the bill appeared conspicuous a young Whig of high rank, of ample fortune, and of great abilities, which had been assiduously improved by study. This was Anthony Ashley Cooper, Lord Ashley. Ashley had just been returned to Parliament for the borough of Poole, and was then in his twenty-fifth year. In the course of his speech he faltered, stammered, and seemed to lose the thread of his reasoning. The House, then, as now, indulgent to novices, and then, as now, well aware that, on a first appearance, the hesitation which is the effect of modesty and sensibility is quite as promising a sign as volubility of utterance and ease of manner, encouraged him to proceed. 'How can I, sir,' said the young orator, recovering himself, 'produce a stronger argument in favor of this bill than my own failure? My fortune, my character, my life are not at stake. I am speaking to an audience whose kindness might well inspire me with courage. And yet, from mere nervousness, from mere want of practice in addressing large assemblies, I have lost my recollection; I am unable to go on with my argument. How helpless, then, must be a poor man who, never having opened his lips in public, is called upon to reply, without a moment's hesitation, to the ablest and most experienced advocates in the kingdom, and whose faculties are paralyzed by the thought that if he fails to convince his hearers he will in a few hours die on the gallows, and leave beggary and infamy to those who are dearest to him.'"

The bill passed the Commons again with practical unanimity. The House of Lords again amended it, and this time the Commons accepted the amendment and the bill became a law of England, in 1696. This bill gave the right of counsel only on the trials of high treason. The right of counsel had theretofore existed in cases of misdemeanor. The status then was that in felonies other than treason, if treason be regarded as a substantive felony rather than as a distinct offense, counsel was not permitted to appear. The bill giving the right to appear by counsel in felony cases in England was not passed until as late as 1836. This feature, or omission, of the common law has met the condemnation of every great law writer on substantive and constitutional law governing the English people. Even Blackstone, whose idolatry of the common law contributed so much to his learning of that great science, cannot justify, and does not attempt to justify, this black spot on all of its brightness.

The American people, as I have before stated, went to the very root of this evil and placed it both in their state Constitutions and in their Federal Constitution, and in every court in America, that when a man is charged with a crime, he has the right to appear by counsel. The rights of counsel are commensurate and co-extensive with the rights of the defendant. The right given under our Constitution to appear is as broad as the trial;

as broad as was the conception of the right by the English masters, who, in many instances, were denied the right to appear for their clients. In such cases a lawyer must not only know his rights and the rights of his client, but he must have the courage to assert those rights, for no man has a right to undertake the defense of his fellow man charged with a crime and then do so in a cowardly, truckling way. Sir Matthew Hale, justly considered by all law writers as one of if not the greatest of the chief justices, had the proper conception of the rights and courage of counsel. It is reported by Campbell, in his life of this great chief justice, that in the defense of a certain client upon a charge of misdemeanor, "he then pleaded with such force of argument that the attorney general threatened him for appearing against the government, when he answered: 'I am pleading in defense of those laws which you declare you will maintain and preserve, and *I am doing my duty to my client*—so that I am not to be daunted with your threatenings.'" This was the true spirit of English liberty; it ought to be the true spirit of every courageous American lawyer. . . .

Lord Campbell, in "Lives of the Chief Justices of England," places Sir John Holt, in some instances, at the head of the British judiciary. . . . He had sat as the helpless counsel of Lord Russell and witnessed his judicial murder by the prosecution of the bloody Jeffreys. Holt was courageous, not only as a man, but as counsel and as a judge. His mind had a clear conception of the rights both of court and counsel when the law became effective, and he believed that a counsel should know and do his full duty. It is related by Lord Campbell, in volume 3, page 166, of his "Lives of the Chief Justices of England," that upon trial of Ambrose Rookwood, counsel Bartholomew Shower, having been assigned as counsel for him, was making some apologies for the boldness of the line of defense adopted. Chief Justice Holt said to him: "Never make apologies, Sir Bartholomew, for it's as lawful for you to be counsel in this case as it is in any other case in which the law allows counsel." (This was after the passage of the law allowing counsel in trials for treason.) "It is expected that you should do your best for those you are assigned to defend against the charge of high treason (though for attempting the King's life) as it is expected in any other case, that *you do your duty to your client.*"

No lawyer can do his duty to his client while laboring under the fear that the trial court will send him to jail. The court has no right, by threats, fear, fine or imprisonment, to limit the sphere of the counsel or to handicap his abilities while operating within that sphere.

A.L.R.—"For Every Lawyer Who Briefs."

Among the New Decisions

Automobiles — *lending car to drunken person — liability for injuries.* The owner of an automobile who lends it to a person whom he knows to be drinking, to attend a drinking party, with knowledge that he is in the habit of getting drunk, is held to be liable for injuries done by him in the negligent handling of the car when intoxicated in Mitchell v. Churches, 119 Wash. 547, 206 Pac. 6, annotated in 36 A.L.R. 1132, on the liability of the owner of an automobile for the negligence of one to whom the car is loaned or hired.

Automobiles — *liability for injury in operation of motorcycle by minor child.* A man who places in complete control of his minor son, whom he knows to be an inexperienced driver, a motorcycle, the use of which by the minor is made a penal offense, is held to be liable for injuries caused by the child in operating the machine, in Hopkins v. Droppers, 184 Wis. 400, 198 N. W. 738, annotated in 36 A.L.R. 1156.

Bills and notes — *renewal of altered note — effect.* A renewal of a note invalid because of a material alteration is held in the Tennessee case of Farmers' & M. Bank v. Parker, 263 S. W. 84, to cure the defect if there is no defense against the original indebtedness which the note evidences, where the facts are known to the maker, or by the exercise of ordinary diligence could have been discovered by him.

This case is followed in 35 A.L.R. 1253 by a note on the renewal of a bill or note as precluding defenses available against the original.

Bills and notes — *right to recover against bank.* Directors of a bank who guarantee payment of excess loans transferred by their bank are held in the Iowa case of First Nat. Bank v. Branagan, 198 N. W. 659, to occupy the relation of accommodation makers and do not lose the right to recover from the accommodated party merely because the paper was transferred without recourse.

The rights and remedies of an accommodation party to paper as against the accommodated party after payment, is the subject of the note appended to this case in 36 A.L.R. 548.

Bounties — *right of illegitimate child.* Under the acts relating to compensation for veterans of the World War, authorizing courts to hear applications of the wife or minor children for an allowance of the compensation due to a veteran of the World War for their support, and to obtain an order directing the compensation board to

pay the compensation due into court for the use and benefit of such wife or minor children, an illegitimate minor child of the veteran is held to be entitled to share in such compensation equally with legitimate children, in Miller v. Miller, 116 Kan. 726, 229 Pac. 361, annotated in 35 A.L.R. 787, on construction and effect of soldiers' bounty laws enacted during or after the World War.

Checks — *certification of check — stopping payment.* That a drawer of a check, which has been certified at his request before delivery, may recall the same and require the certifying bank to refuse payment to the payee named therein, if such payee is not a bona fide holder for value, but has obtained the check by fraud perpetrated by him upon the maker, is held in the New Jersey case of Sutter v. Security Trust Co. 126 Atl. 435, which is accompanied in 35 A.L.R. 938 by a note on the right of the drawer to stop payment of a certified check.

Civil rights — *automobile parking place as public resort.* The maintenance by a street railway company of a free parking ground for automobiles adjacent to an amusement park is held in the Louisiana case of Malczewski v. New Orleans, R. & L. Co. 101 So. 213, 35 A.L.R. 553, not to be within the operation of a statute providing that no person shall be refused admission to any place of public resort, so as to prevent it from excluding from the park those whom it desires to exclude.

Contempt — *practising law without license.* That one undertaking without license to practise as an attorney at law before a justice of the peace may be punished for contempt, is held in the Vermont case of Re Morse, 126 Atl. 550, annotated in 36 A.L.R. 527, on practising or pretending to practise law without authority as contempt.

Contracts — *recovery for board furnished great-uncle.* There is held, in the Maryland case of Jones v. Jones, 125 Atl. 722, to be no implied agreement to furnish without charge board to the great-uncle of the wife of the one furnishing it, who comes into his family merely as a boarder, although he supplies the furniture for his room and takes his meals with the family.

The rights of a husband to compensation for board furnished to the relatives of his wife, is treated in the note appended to this case in 36 A.L.R. 672.

Damages — *loss of profits — breach of contract to lend money.* A bank which breaches its contract to lend a dealer money with which to buy produce, with knowledge of its intended use, is held to be liable for the profits which he loses by inability to secure the produce and its advance in price, in the Texas case of National Bank v. Pittman Roller Mill, 265 S. W. 1024, annotated in 36 A.L.R. 1405, on measure of damages for the breach of a contract to lend money.

Divorce — *poverty as defense to suit money.* When a man brings suit for divorce, poverty on his part is held in the Nevada case of Wallman v. Wallman, 229 Pac. 1, to be no ground upon which to resist application for suit money, since he must either furnish his wife with funds with which to make her defense, or submit to stay of the proceedings.

The financial condition of the parties as affecting an allowance of suit money in a divorce suit is the subject of the note appended to this case in 35 A.L.R. 1096.

Drunkenness — *contract — validity.* In the absence of fraud on the part of the other contracting party, it is held in the North Dakota case of Hauge v. Olson, 201 N. W. 159, that a person will not be relieved from a contract, otherwise valid, on the ground of intoxication alone, unless it is shown that the drunkenness was so excessive that he was utterly deprived of his reason and understanding, and was altogether incapable of

knowing the effect of what he was doing.

This case, is accompanied in 36 A.L.R. 613, by a note on intoxication as a ground for avoiding a contract.

Eminent domain — *proximity of cemetery.* Inconvenience from the proximity of a cemetery to one's dwelling house is held not to be a damage within the meaning of a constitutional provision requiring compensation for property damaged for public use, in Winchester v. Ring, 312 Ill. 544, 144 N. E. 333, annotated in 36 A.L.R. 520.

Estoppel — *to deny validity of notes — duress.* One who has signed notes under duress caused by threat of prosecution of his son is held in Meyer v. Guardian Trust Co. 296 Fed. 789, not to be estopped to deny their validity by acknowledging that he signed, and saying that he would pay them, to the president of the bank which purchased them, where the inquiry which elicited the statements was made immediately after their signature, with full knowledge of the facts, so that the maker was under the same duress as when he signed the notes.

A note on ratification of a contract voidable for duress, is appended to this case in 35 A.L.R. 856.

Executors and administrators — *right of executor to compensation as attorney.* An executor, it is held in the Tennessee case of Holding v. Allen, 266 S. W. 772, cannot be allowed compensation as attorney for legal services rendered to himself as such in the care of the estate, although his compensation as executor may be larger because of such services than he would otherwise receive.

The right of an executor or administrator to extra compensation for legal services rendered by him, is considered in the note which follows this case in 36 A.L.R. 743.

Executors and administrators — *validity of sale by sole qualifying executor.* Where by statute no one can exercise the power over real estate annexed to the office of executor until he has qualified as such, a sale by one of several nominated executors who alone qualifies is held to be valid and to pass a good title in the Texas case of Gray v. McCurdy, 266 S. W. 396, annotated in 36 A.L.R. 820, on the power of those who accept an executorship or trusteeship to exercise the right to sell real property conferred by will on several named as executors and trustees, some of whom fail or refuse to accept.

False imprisonment — *liability of master for arrest procured by clerk.* That an employer is not liable for the act of a clerk at a soda fountain in causing the arrest of a person whom the clerk charged with robbing the cash register, is held in Bushardt v. United Invest. Co. 121 S. C. 324, 113 S. E. 637, which is accompanied in 35 A.L.R. 637, by a note on the liability of an individual or private corporation for false arrest or imprisonment caused by an agent or servant.

Fences — *use of barbed wire.* Barbed wire is held not to be in itself a dangerous thing, in Skaling v. Sheedy, 101 Conn. 545, 126 Atl. 721, which is followed in 36 A.L.R. 540, by a note on liability for personal injury by barbed wire.

Highways — *duty of abutting pond owner to fence.* That one owning a pond crossed by a highway is not bound to maintain barriers along the edge of the highway to prevent children from falling from the highway into the pond, is held in Morris v. Langley Mills, 121 S. C. 200, 113 S. E. 632, annotated in 36 A.L.R. 302, on duty to make highway safe for children as including duty to prevent their leaving it at a place of danger.

Highways — *transportation of article projecting beyond sides of vehicle.* That one may transport along a highway angle irons which project beyond the sides of his vehicle if he exercises

the care that a prudent man would exercise in like circumstances, is held in the Vermont case of Sturtevant v. Hayward, 126 Atl. 491, annotated in 36 A.L.R. 453, on liability for injury due to the projection of an object beyond the body of a vehicle.

Homestead — *effect of divorce.* The homestead character of the family home, title to which is in the husband, is held not to be devested in the Nebraska case of Dougherty v. White, 200 N. W. 884, because the wife obtains a divorce and, with the children, removes from the home, while the divorced husband alone continues to occupy the property as a homestead.

The effect of divorce on homestead is treated in the note appended to this case in 36 A.L.R. 425.

Husband and wife — *liability of wife for household services.* A married woman is held not bound by her contract to pay for household services rendered to herself and husband, in Schultz v. Pomplon, 198 N. W. 916, annotated in 36 A.L.R. 387, on personal liability of married woman for domestic or household services.

Husband and wife — *what is support of wife.* To support a wife, within the meaning of a statute making penal failure to do so, is defined in State v. Moran, 99 Conn. 115, 121 Atl. 277, to be to furnish her with such necessaries as the law deems essential to her health and comfort, including suitable clothing, lodging, food, and medical attendance.

The extent or character of the support contemplated by a statute making the nonsupport of a wife or child an offense, is considered in the note appended to this case in 36 A.L.R. 862.

Injunction — *against doing business on Sunday.* That an injunction does not lie at the suit of a private citizen against the keeping open on Sunday, contrary to statute, of a business which is competitive of his own, is held in Motor Car Dealers' Asso. v. Haines Co. 128 Wash. 267, 222 Pac. 611, annotated in 36 A.L.R. 493, on injunction to prevent violation of Sunday law.

Injunction — *against search of property under warrants.* An injunction, it is held in the Iowa case of Joyner v. Hammond, 200 N. W. 571, annotated in 36 A.L.R. 934, does not lie against a search of private property by police officers under lawful warrants for evidence of illegal traffic in intoxicating liquor, although the search is alleged to be conducted in a way to injure complainant's property and interfere with his business, since for such injuries there is an adequate remedy at law.

Insurance — *accident — typhoid fever.* Death caused by typhoid fever resulting from germs taken by a workman from his employer's water system furnished for drinking purposes, which had become contaminated through a defective valve, is held to be by external, violent, and accidental means within the meaning of an insurance policy, in Christ v. Pacific Mut. L. Ins. Co. 312 Ill. 525, 144 N. E. 161, annotated in 35 A.L.R. 730, on death or disability incident to partaking of food or drink as within provision as to external, violent and accidental means.

Insurance — *enforcement of change in favor of beneficiary.* Under a policy of life insurance providing that upon presentation of the policy for proper indorsement assured may change the beneficiary, if he notifies the insurer of his desire for a change and that the policy cannot be produced because in the possession of the beneficiary, it is held in the Alabama case of McDonald v. McDonald, 102 So. 38, that a right to the change arises, which equity will enforce if the change is not effected before the death of the insured.

A note on the refusal of an original beneficiary to surrender the policy as affecting an attempted change of beneficiary accompanies this case in 36 A.L.R. 761.

Landlord and tenant — *compensation for improvements — lien.* A lessee holding under a lease which stipulates that the term shall immediately terminate upon a bona fide sale of the property by lessor, and which also stipulates that, if sale be made, lessee shall be compensated for actual improvements placed on the property by agreement with the lessor, is held not entitled to withhold possession of the property leased, as against a bona fide purchaser thereof, until payment be made for alleged improvements, in the West Virginia case of Miami Co-op. Min. Co. v. Cherokee Coal Co. 122 S. E. 286, which is accompanied in 35 A.L.R. 514, by a note on termination of lease in event of sale of property.

Landlord and tenant — *effect of receipt of rent from assignee.* Acceptance by the lessor of rent from an assignee of the lease is held not to release the lessee from liability on his covenant to pay rent, in Keith v. McGregor, 163 Ark. 203, 259 S. W. 725, annotated in 36 A.L.R. 316, on acceptance of rent from an assignee or sublessee as relieving an assignor or sublessor.

Landlord and tenant — *termination of tenancy — eviction.* Where a tenant held over for a period of six months or more after he quit work, it may be inferred that his holding over was with the landlord's consent, thus creating a new tenancy at will; and upon refusing to vacate and remove his goods from the premises after notice to do so, he thereafter became a trespasser, and his landlord, it is held in the West Virginia case of Angel v. Black Band Consol. Coal Co. 122 S. E. 274, had a right to re-enter and remove his goods, without legal process, where it was done without violence or breach of the peace.

This case is followed in 35 A.L.R. 568, by a note on right after termination of employment to continue occupation of house owned by former employer.

Larceny — *when finder liable.* To render the finder of lost property guilty of larceny it is held in Atkinson v. Birmingham, 44 R. I. 123, 116 Atl. 205, that he must appropriate the same to his own use at the time of finding, when at that time he knows who the owner is, or has the immediate means of ascertaining that fact.

This case is annotated in 36 A.L.R. 366, on larceny by finder of property.

License — *sale of automobiles — liability of bank.* A bank which undertakes to sell automobiles which have been assigned to it as collateral security for a debt of the dealer, for the purpose of satisfying the debt, is held in the North Carolina case of American Exch. Nat. Bank v. Lacy, 123 S. E. 475, to be within the operation of a statute imposing a license tax on every corporation engaged in selling automobiles; at least, where the dealer has not paid the tax.

The note appended to this case in 36 A.L.R. 680, treats of the necessity of a dealer's license to authorize a sale of articles taken as security or to satisfy a debt.

Limitation of action — *payments on account — effect.* In an action to recover on an account twenty-three years old, where partial payments were made, the first more than six years after the date of the last sale and entry thereof in the creditor's books, and the last within one year before suit brought, each payment being made by check inclosed in a letter stating it was on account and that more would be sent later, they were held, sufficient to remove the bar of the Statute of Limitations, in Trenton Bkg. Co. v. Rittenhouse, 96 N. J. L. 450, 115 Atl. 443, annotated in 36 A.L.R. 343, on payment on account as removing or tolling the Statute of Limitations.

Mines — *liability for injury to animal.* Where a horse grazing on the surface of land falls into an opening caused by the excavation of underlying strata by the owner thereof, or

breaks through into such excavation, and is killed or injured, the owner of such underlying strata is held to be liable in damages to the owner of the surface and horse for such injuries if the owner has in no way contributed thereto, in Cole v. Signal Knob Coal Co. 95 W. Va. 702, 122 S. E. 268, annotated in 35 A.L.R. 1134, on damages recoverable by owner or occupier of surface on account of subsidence due to mining operations.

Municipal corporations — *reasonableness of ordinance forbidding picketing.* An ordinance prohibiting picketing for the purpose of inducing others to refrain from entering the premises of one against whom a strike has been called, or from patronizing and transacting business with him, or negotiating with him, is held not to be unreasonable in the Indiana case of Thomas v. Indianapolis, 145 N. E. 550, which is followed in 35 A.L.R. 1200, by a note on the validity of a statute or ordinance against picketing.

Negligence — *attractive nuisance.* The owner of unfenced land on which, within 100 to 120 feet of a passing highway, is a pool of water, apparently clear and pure, but in fact poisonous, is held in United Zinc & Chemical Co. v. Van Britt, 258 U. S. 268, 66 L. ed. 615, 42 Sup. Ct. Rep. 299, not to be liable for the deaths of trespassing children, who went into the water and died of the poison, where it is at least doubtful whether the water could be seen from any place where the children lawfully were, and there is nothing to show that the pool was what led them to enter the land, and it does not appear that children were in the habit of going to the place.

An extensive note on attractive nuisances is appended to this case in 36 A.L.R. 28.

Pledge — *of conditional sales contract — effect.* The mere assignment of a conditional sales contract as security for a loan is held not to vest in the assignee title to the property covered by the contract, which title is

reserved in the vendor, in Bank of California v. Dannamiller, 125 Wash. 255, 215 Pac. 321, annotated in 36 A.L.R. 753, on effect of assignment of a conditional sale contract as collateral.

Railroads — *intoxication as negligence.* That the intoxication of one killed at a railroad crossing is not a defense to an action for his death, but is merely a circumstance to be considered in determining the question of contributory negligence, is held in Louisville & N. R. Co. v. Howser, 201 Ky. 548, 257 S. W. 1010, annotated in 36 A.L.R. 327, on intoxication as affecting the contributory negligence of one killed or injured at a railroad crossing.

Sale — *conditional — right to break building to regain property.* A conditional-sale contract giving the seller the right to take possession of the property upon default in payment by the buyer is held not to authorize the forcible breaking of the buyer's building to gain access to the property, in Dominick v. Rea, 226 Mich. 594, 198 N. W. 184, annotated in 36 A.L.R. 850.

Sale — *effect of strike clause — right to terminate contract.* A provision in an order upon a manufacturer for shirting, that strikes preventing the delivery of merchandise in accordance with the terms of this contract shall absolve the seller from any liability hereunder is held in Normandie Shirt Co. v. Eagle, 233 N. Y. 218, 144 N. E. 507, to permit the manufacturer to terminate the contract if strikes prevent deliveries during the months called for, and deliveries are not merely postponed for a reasonable time.

A note on the construction and effect of a "strike clause" in a contract is appended to this case in 35 A.L.R. 714.

Recent British Cases

Infants — *contracts — "necessaries" — motor vehicle for use in business.* That an infant was not liable for the price of a motor vehicle bought for the purpose of aiding him in carrying on his trade or business, although it was necessary in such business, was held in Pyett v. Lampman, 53 Ont. L. Rep. 149, 12 B. R. C. 289.

The annotation appended to the report of this case in 12 B. R. C. 294, deals with the validity of, and rights under contracts of sale of motor vehicles to infants.

Landlord and tenant — *option to renew lease on same terms — right to renewal after death of one of guarantors of rent.* That a company holding a lease in which it covenanted, together with three named persons, for the payment of the rent, is not, after the death of one of the persons named as guarantors, entitled to a renewal of the lease under a provision thereof that if at the expiration of the term the company should be desirous of taking the premises on a further lease for a like term, and should give written notice, the lessor should grant the company a further lease "such lease to contain clauses so far as possible identical with the terms hereof, including the covenant" by the three named guarantors "for payment of rent thereby reserved," was held in Hollies Stores v. Timmis [1921] 2 Ch. 202, 12 B. R. C. 116, although the company gave timely notices and offered another guarantor in place of the one who had died, or to make a deposit, or to pay the rent for the new term in advance, since compliance with the terms became impossible by reason of the guarantor's death, and the lessor could not be compelled to accept another person as a substitute.

Annotation on the right of part of colessees or guarantors to enforce the right to a renewal of a lease is appended to the report of this case in 12 B. R. C. 122.

A.L.R. Annotations in Volume 36 Include Notes on the Following Subjects:

Assumpsit — Recovery by vendee of money paid under mistake of fact as to vendor's title. 36 A.L.R. 482.

Attachment — Bankruptcy of debtor within four months after attachment or execution as discharging surety on bond given to release property seized thereunder. 36 A.L.R. 449.

Automobiles — Constitutionality of statute or ordinance denying remedy for personal injury as a result of simple negligence. 36 A.L.R. 1400.

Bail — Power to admit to bail in deportation case. 36 A.L.R. 887.

Banks — Liability of party to commercial paper so drawn as to be easily alterable as to amount. 36 A.L.R. 327.

Banks — Prerogative right of county or other political subdivision to preference in assets of insolvent. 36 A.L.R. 640.

Banks — Liability of collecting bank for loss of funds through attachment thereof. 36 A.L.R. 742.

Banks — Liability of bank taking commercial paper for collection for default of correspondent. 36 A.L.R. 1308.

Banks — Negotiability of instrument payable in "current funds," "currency," etc. 36 A.L.R. 1358.

Carriers — Duty and liability of carrier as to money collected on c. o. d. shipment. 36 A.L.R. 464.

Carriers — Carrier's liability to passenger for consequences of ejection or threatened ejection by one employee due to fault of another employee. 36 A.L.R. 1018.

Chattel mortgage — Right of chattel mortgagee in respect of proceeds of sale of mortgaged property by mortgagor. 36 A.L.R. 1379.

Cloud on title — Right of one not in possession to maintain suit to remove cloud on title in case of fraud. 36 A.L.R. 698.

Commerce — State regulation of carriers by motor vehicle as affected by interstate commerce clause. 36 A.L.R. 1110.

Constitutional law — Power of legislature to revive a right of action barred by limitation. 36 A.L.R. 1316.

Constitutional law — Validity of regulations as to plumbers and plumbing. 36 A.L.R. 1342.

Constitutional law — Repeal of constitutional provision or amendment. 36 A.L.R. 1456.

Contracts — Acceptance which will satisfy Statute of Frauds where purchaser of goods is in possession at time of sale. 36 A.L.R. 649.

Coram nobis — Coram nobis for matters relating to jury. 36 A.L.R. 1443.

Corporations — Corporate stock without par value. 36 A.L.R. 791.

Counties — Negotiability of county, municipal, school, state, or town warrants. 36 A.L.R. 949.

Courts — Interference by courts with regulations of associations or societies as to language to be used. 36 A.L.R. 1531.

Creditors' bill — Remedy of judgment creditor where debtor surrenders property to vendee under prior security deed. 36 A.L.R. 805.

Evidence — Presumption against suicide in workmen's compensation cases. 36 A.L.R. 397.

Evidence — Baptismal certificate or church record as evidence of age. 36 A.L.R. 689.

Evidence — Applicability and effect in suit for alienation of affections of rule excluding confidential communications between husband and wife. 36 A.L.R. 1068.

Evidence — Sheriff's deed as making a prima facie case for one seeking to recover land thereunder. 36 A.L.R. 986.

Exemptions — What are "tools," "implements," "instruments," "utensils," or "apparatus," within the meaning of debtor's exemption laws. 36 A.L.R. 669.

Fixtures — Storage tank or other apparatus of gasolene station as fixture. 36 A.L.R. 447.

Fixtures — Garage as fixture. 36 A.L.R. 1519.

Garage — Liability of owner for storage of, or service in connection with, automobile, under authority, actual or assumed, of public officials. 36 A.L.R. 955.

Highways — Duty to provide barriers for protection of automobile travel. 36 A.L.R. 413.

Infants — Return of property purchased by infant as condition of recovery of purchase price paid. 36 A.L.R. 782.

Insurance — Validity of by-law of mutual benefit association preventing recovery upon presumption of death from seven years' absence. 36 A.L.R. 982.

Insurance — Construction of provision in accident insurance policy in relation to injury incident to robbery, burglary, etc. 36 A.L.R. 1124.

Insurance — What amounts to a contest within contemplation of incontestable clause. 36 A.L.R. 1245.

Insurance — Liability under policy of life insurance where insured is excluded for crime. 36 A.L.R. 1255.

Insurance — Right of insurer which has paid loss, as against the insured who has released or settled with third person responsible for the loss. 36 A.L.R. 1267.

Insurance — Validity and construction of contract indemnifying against loss due to confiscation of property by public authorities. 36 A.L.R. 1499.

Insurance — Power of the state to regulate and control insurance agents or brokers. 36 A.L.R. 1512.

Intoxicating liquors — Test of intoxicating character of liquor. 36 A.L.R. 725.

Judgment — Effect of decree under unconstitutional statute going to merits. 36 A.L.R. 492.

Landlord and tenant — Estoppel of assignee or sublessee to dispute lessor's title where assignment or sublease is conditioned upon validity of the title. 36 A.L.R. 1287.

Letter of credit — Right to fill order from diverted ship under contract which calls for shipment to a certain point. 36 A.L.R. 518.

Limitation of actions — Applicability of state statutes and rules of law to actions under Federal Employers' Liability Act. 36 A.L.R. 917.

Limitation of actions — When Statute of Limitations begins to run against action to recover interest. 36 A.L.R. 1085.

Lis pendens — Reversal as affecting purchase of property involved in suit, pending appeal without supersedeas. 36 A.L.R. 421.

Mandamus — Unfitness as affecting right to restoration by mandamus to office from which one has been illegally removed. 36 A.L.R. 508.

Marshaling assets — Rule as to marshaling assets where liens are concurrent as to one fund. 36 A.L.R. 663.

Master and servant — Duty of master providing machine of standard make and

in common use to equip same with safety device or guard. 36 A.L.R. 1477.

Master and servant — Liability of master for injury to servant on master's premises as affected by fact that injury occurred outside work hours. 36 A.L.R. 906.

Mortgage — Personal liability of mortgagee for services or supplies ordered by owner. 36 A.L.R. 1095.

Municipal corporations — Power of municipal corporation to establish and maintain golf course. 36 A.L.R. 1301.

Negligence — Liability of one starting bonfire for burning of child. 36 A.L.R. 297.

Payment — Acceptance of cashier's check from debtor as absolute or conditional payment. 36 A.L.R. 470.

Public improvements — Public school property as subject to assessment for local improvements. 36 A.L.R. 1540.

Public service commission — Power of public service commission to regulate location and maintenance of railroad shops. 36 A.L.R. 1495.

Public utilities — Regulation of food service in connection with passenger transportation. 36 A.L.R. 1451.

Receivers — Right of mortgagee to receiver. 36 A.L.R. 609.

Replevin — Liability on bond in replevin as affected by superior title or lien of third person, or seizure thereunder. 36 A.L.R. 1102.

Sales — Rule that title passes on delivery to carrier as applicable to shipment in "pool" car for several purchasers. 36 A.L.R. 410.

Taxes — Right in respect of navigable waters as franchise subject to taxation. 36 A.L.R. 1523.

Trademarks — Right to protection against use of trademark or tradename beyond the territory in which plaintiff operates. 36 A.L.R. 922.

Trial — Construction and application of provision of insurance policy in case of injury or death while on public conveyance. 36 A.L.R. 811.

Trusts — Liability of trustee under implied, constructive, or resulting trust for rent or rental value of property. 36 A.L.R. 1331.

Vendor and purchaser — Option to pay purchase price in cash or on terms. 36 A.L.R. 857.

Waters — Right of municipality to hasten flow of surface water along natural drain ways by improvements of street or highway. 36 A.L.R. 1463.

New Books and Recent Articles

HOPKINS' ANNOTATED FEDERAL JUDICIAL CODE. By James, Love Hopkins of the St. Louis Bar, Author of Hopkins' Federal Equity Rules, Hopkins on Trademarks, etc. $4.00

This is a timely book, as the recent amendments to the Judicial Code make it necessary for every attorney to have before him the information as to changes concerning the jurisdiction of the U. S. Supreme Court and the Circuit Court of Appeals. The work is fully annotated.

THORPE ON FEDERAL PRACTICE BEFORE DEPARTMENTAL BUREAUS. By George Cyrus Thorpe. 1 vol. 1200 pp. $12.00

It is no secret in Washington that lawyers who come to the Capitol in legions from every part of the country to attend to their clients' business with the Government often go away in disappointment merely because they have set off on their mission unprepared owing to ignorance of departmental organization. Perhaps the lawyer could have attended to his case with a certain Federal agent at or near his home town; perhaps the bureau in Washington may require certain papers which the lawyer could have obtained before leaving home if he had been advised; or very likely the presentation of his case could have been initiated by a brief letter and that a hearing could have been arranged for a specific date.

The mission of this book, therefore, is to present the organization of the executive branch of the Federal Government; the distribution of executive authority; the scope and grouping of activities; and the general practice rules involved. In so describing nearly a hundred Federal establishments, the author has visualized a purpose to serve the people through the counsels of the attorneys throughout the land who, by consulting the index of this volume, may quickly advise how to go about any specific business with the executive branch of the Government of the United States.

THE LAWLESS LAW OF NATIONS. By Sterling E. Edmunds, LL.D. Lecturer on the Law of Nations in St. Louis University School of Law (John Byrne & Co., Washington, D. C.) $5.00

This work is an exposition of the prevailing arbitrary international legal system in relation to its influence upon civil liberty, disclosing it as the last bulwark of absolutism against the political emancipation of man. The preface states: "The Law of Nations is revealed to the reader as the apotheosis of absolutism in the international field. But it is obvious that this glorification of the Sovereign State in the collective relations of man is quite as destructive of his liberty, and, therefore, of progress, in the international field, as domestic absolutism is in the national. And in the enlarging interdependence of peoples to-day the blight is even aggravated."

COMPULSORY COMPENSATION INSURANCE.—An interesting article on this subject by Robert S. Marx appeared in the February, 1925, Columbia Law Review. The writer states: "The outstanding safety problem of the nation is the rapidly growing number of fatal and crippling accidents caused by the ever increasing number of motor vehicles upon the highways. An outstanding legal problem of the nation is the tremendous number of personal injury suits and unpaid claims arising out of these fatalities and injuries." He further observes: "Ten years as a trial lawyer and five years as a trial judge have convinced the writer of the futility of the personal injury suit as a remedy for the victims of street accidents, and of the necessity of adopting a social program which will make law keep step with modern progress.

"A social problem" continues Judge Marx "requires a social solution. Prudent and solvent owners operating automobiles protect themselves against the possibility of financial loss by liability, property, collision, fire and theft insurance. All that is proposed as a remedy for the evils of the present legal system is to require all owners to carry compensation insurance to protect any in-

dividual against the risk of personal injury arising from the operation of such vehicle.

"There is nothing radical in this proposal."

THE JUDICIAL REVIEW OF EXECUTIVE ACTS.—"It has never been doubted," states Professor Albert Levitt in his well-written article on this subject which appeared in the April, 1925, Michigan Law Review, "that within certain undefined limits the judiciary does have the power to review the acts of the executives and legislators of the government. The difficulty has been, and still is, in finding and demarking the limits within which the courts may legally review the acts of the legislators or the executives. The problem is a threefold one. It concerns the exercise of discretion by the executive officers, the determination of policies to be pursued by the executive or the legislative bodies, the extent to which executives and legislators are amenable to the civil or criminal law when they step outside the bounds within which they may legally function."

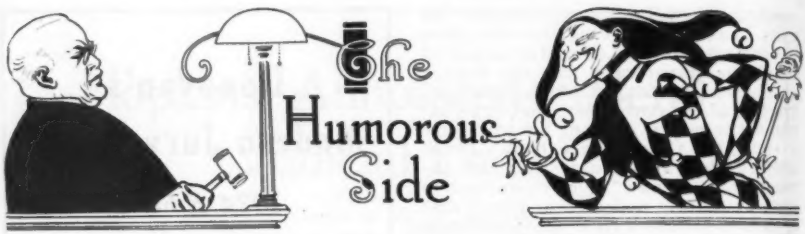
In concluding the writer states: "The courts are privileged to inquire into the character of the acts performed by the executive officer, the function of the office which the officer is filling, the statutes which govern the activities of that office, and to determine from an examination of all these things whether or not a specific act which is being questioned in a prosecution or civil case is or is not within the discretionary power or the policy-making power of the official who performed that act. Indeed, it would seem that the courts are under the duty so to inquire and are precluded from refusing to make such an inquiry."

RECKONING DAMAGES IN FLUCTUATING EXCHANGE.—In his able article on this subject which appeared in the May, 1925, Michigan Law Review, Professor Joseph H. Drake observes that "not the least serious of the evil effects of the Great War has been the resultant collapse in value of the currencies of foreign countries and the consequent dislocation of exchanges." From a survey of the cases he finds that the courts seem to have

reached the following conclusions: In suits to redress a wrong the sum given as damages in the domestic judgment should be transformed into the foreign currency at the date of the breach of contract or of the conversion; that in an action not to redress a wrong but to enforce a right, the Court of the King's Bench adopted the "breach day" rule, for the reason that it was "more convenient to have a uniform and certain rule;" that in suits to enforce a right the subordinate Federal courts in New York and the subordinate courts of the state of New York have adopted the "judgment day" rule.

EXPERT TESTIMONY AS TO QUESTIONED DOCUMENTS.—"There has been a revolution in American courts," writes Albert S. Osborn in the March, 1925, New York University Law Review, "in the matter of the proof of the facts in cases involving disputed documents." After citing instances of the change in the law and in the procedure in these cases, Mr. Osborne observes: "The modern progressive view on the whole subject is that a case of this kind is a scientific investigation conducted in court, and that the rules and principles of science should be applied."

UNCERTAINTIES AND DIVERSITIES IN DEATH DUTY LEGISLATION AND INTERPRETATIONS.—A suggestive article on this subject by Russell L. Bradford may be found in the Virginia Law Review for June, 1925.



Echo Answers.—
If a freight train at a crossing
Hits an auto fair and square,
There's the freight train—Where's the auto?
Echo answers, "Where?"
—Boston Transcript.

Hazards of the Road. In his address before the Minnesota State Bar Association Hon. J. Adam Bede said: They tell a story of an Oklahoma Indian who made a fortune in oil last summer, which illustrates the condition of our country. Having made his fortune, he thought he would see America first. So he bought himself a car, and drove away. Next day he returned to the salesman, all banged up. "What's the matter?" The Indian said, "I drive out big car; buy gallon moonshine; step on gas. See fence; he hop fence; pretty soon see bridge coming down road. He turn out to let bridge go by. Bang! Car gone. Gimme 'nother."

Some Bill. A Chinese taxi driver rendered the following bill, which at least is as reasonable as any taxi fare I ever paid:
Bill for taxi ride.
Ten goes.
Ten comes.
At 50 cents a went.
Five dollars.
—Cleveland Plain Dealer.

A Safe Bet. Divorce suit reported: Papa vs. Papa. We'll warrant Mamma figures in it somewhere.
—Boston Transcript.

Natural Mistake.—Chief of Police—"What! You mean to say this fellow choked a woman to death in a well-lighted cabaret in front of over a hundred and fifty people? Didn't anybody interfere?"
Cop—"No, cap, everybody thought they were dancing."
—Frivol.

Fine.—Officer (to couple in parked auto)—"Don't you see that sign, 'Fine for parking?' "
Driver—"Yes, officer, I see it and heartily agree with it."
—Stevens Stone Mill.

Preponderance of Evidence. "Sorry," said the constable, "but I'll have to arrest you—you were speedin' along at a fifty mile clip."
"You are wrong, my friend," said the motorist. "I say I wasn't and here's a ten dollar bill that says I wasn't."
"All right," returned the constable, as he folded up the money, "with eleven against me I ain't a-goin' to subject the county to th' expense of a trial."
—Boston Transcript.

Coroner's Verdict—1786. "That the said Tatum's death was occasioned by the freeing of a large quantity of water in his body, that had been mixed with the rum he drank."
—The Building Owner and Manager.

A.L.R.—"For Every Lawyer Who Briefs."

Guideboards.—"My goodness!" remarked the old gentleman as he stopt the young lad with the fine catch of trout. "You've had a very successful day, young man. Where did you catch all these fish?"

"Just walk down that path marked 'Private' and keep right on till you come to a notice, 'Trespassers will be prosecuted.' A few yards farther on there's a fine pool in the river marked 'No fishing allowed,' and there you are, sir!"

—The Union Pacific Magazine.

It Works. An American paper asks for a slogan that will stimulate everybody's desire to get a move on. "Honk! Honk!" isn't a bad one.

—The Humorist (London).

The Exemplary Pedestrian. English paper—"The other day at Bath a motor car knocked down an old gentleman and passers-by feared he had been killed. To their surprise he jumped up quite unhurt and, raising his hat, apologized to the driver for any inconvenience he had caused him. The two then shook hands cordially."

The above item may be commended to Boston pedestrians, many of whom are so rude and inconsiderate that they have been known in similar cases to get up and walk away, not only without apologizing but without even raising their hats.

—Boston Transcript.

The Benevolent Look. "There was a banker who had one glass eye" relates Hon. J. Adam Bede "and a man came in and wanted to borrow some money of the banker, and he was pretty tight, this banker, and didn't want to lend any money, and so he said to the man, 'I will lend you the money on one condition, if you can tell me which one of my eyes is glass.' And the man said, 'Your right eye.' The banker said, 'You guessed it, but how could you tell?' 'Well, I could see just a little more sympathy in that eye than in the other.'"

Who's Loony Now?—A man in a hospital for mental cases sat fishing over a flower bed. A visitor approached, and, wishing to be affable, remarked:

"How many have you caught?"

"You're the ninth," was the reply.

—DePauw Daily.

Bill Knew. One man said to another, "Bill, did you ever see one of those little inventions that can detect a lie when you tell one?"

"Seen one!" Says Bill, "Gosh. I married one."

Bang! Bang! The famous criminal lawyer had won a shockingly bad case by eloquence and trickery, and a rival lawyer said to him, bitterly:

"Is there any case so low, so foul, so vilely crooked and shameful that you'd refuse it?"

"Well, I don't know," the other answered with a smile. "What have you been doing now?"

—Northern Daily Mail.

Diplomacy. "I understand Crimson Gulch has passed an ordinance forbidding any citizen to buy bootleg liquor from Snake Ridge."

"Yep," answered Cactus Joe. "The Gulch is their only market. If them Snake Ridgers have to drink their own stuff there won't be any of 'em left in six weeks. We're goin' to put that there iniquitous village off the map, but we want to proceed lawful and strategic."

—Washington Star.

The Advantage of Brevity. "Have you anything to say?"

"I have, your Honor, most assuredly a desire to state without reserve or circumlocution that the penalty imposed should be in keeping, or as it were, commensurate with my station in life, which has hitherto been one of no inconsiderable importance."

"Well, you seem to have a liking for long sentences. Ten years."

—Louisville Courier Journal.

A.L.R.—"For Every Lawyer Who Briefs."

Unfortunate Oversight. Lady (visiting prison)—"And how did you come to be put in here, my good man?"

"I'm unlucky," declared the imprisoned wood alcohol vendor, who was in a confidential mood. "One of my customers didn't go blind and he identified me."

—American Legion Weekly.

Force of Habit. Manager—"A fine fighter you are. That guy knocked you down seven times in one round."

Sam—"He suah had me hoodooed. Ever' time he done hit me, he growled 'Goin' down'—and ah went—ah had to."

Manager—"Aw, bunk with that psycho-analysis stuff—"

Sam—"Psycho nutting.' Ah used to be an elevator man."

—Athletic and Outing World.

Hughes's Comeback. Charles E. Hughes has a neat wit on occasion. It is related that shortly after his second election as governor of New York he was entertaining a prominent lawyer at the executive mansion. "You have a handsome place here," the lawyer remarked, glancing round the official residence.

"Yes," Hughes replied, with the bitter campaign just closed in mind, "but I had a hard time getting the landlord to renew the lease."

—Boston Transcript.

Safety First. Tramp—"Pardon me, sir, but have you seen a policeman round here?"

Polite Pedestrian—"No, I am sorry."

Tramp—"Thank you. Now will you kindly hand over your watch and purse?"

—Buffalo Bison.

Justified. It was evidently a clear-cut case of desertion. Her lawyer proved that he had deliberately abandoned her some six months before, and gone to live in the Elks' Club. Mere chance had disclosed the miscreant's whereabouts. The jury was primed.

Then, by adroit cross-questioning, the defendant's counsel brought out the fact that she had

—sharpened her eyebrow pencil with his razor
—told her friends how much he was making
—asked him, on alternate nights, why he didn't live in his old office.
—always favored canned soup.
—pre-empted eight out of the ten hooks in the closet
—played golf (with him)
—insisted on the window-regulating privilege at night.
—believed what her mother told her
—suspected his scrawny secretary

and

invariably left the cap off the tooth-paste tube!

Acquittal, naturally, resulted on the first ballot.

—Life.

A Boomerang. In a case involving a question of the genuineness of a signature, the trial whereof occurred in a southern state, each side called an expert witness on its behalf. The final closing address to the jury for the plaintiff was made by a lawyer who attempted to ridicule the opposing expert; as he had a friend on the jury, he worked himself up to his climax and then appealed to that juror: "Now, Mr. Smith, you have known me for many years, and have often seen my signature; you have received my checks for bills at your store, and have cashed my checks for me on numbers of occasions, and you are perfectly familiar with my writing. So I ask you—if some one brought in to you a check signed with my name, and asked you to cash it, which would you prefer as your guide,—your own absolute knowledge of my writing, or Mr. M's expert opinion?" The juror instantly replied: "Mr.

M's opinion." His unexpected reply "brought down the house" with laughter, and competely foreshadowed the verdict brought in by the jury very soon thereafter.

He Did His Best. The prison visitor was going her rounds. "Have you ever struggled against the consequences of temptation?" she asked of one ferocious-looking fellow.

"Yes, ma'am, I have," he answered.

"Ah! I suppose if you had fought just a little harder you wouldn't be here to-day. Would you?" she inquired.

"Well, ma'am," said the prisoner, modestly. "I did the best I could. It took five policemen to get me to the station." —Houston Post.

Preparing for a Rush. Film Star—"What will you charge to conduct my divorce?"

Lawyer—"If you'll give me a monopoly of your future divorces, I'll do this one for nothing!"

—Kasper (Stockholm).

A Legal Mind. There was brought before a police magistrate in the South an old darky who had fallen foul of a bulldog while in the act of entering the henhouse of the dog's owner.

"Didn't I give you ten days last month for this same offense?" asked the magistrate. "It was the same henhouse you were trying to get into. What have you got to say for yourself?"

The darky seemed perplexed. "Yo' Honah," he said, "yo' sent me to the chain-gang fo' tryin' to steal some chickens, didn't yo'?"

"Yes; that was the charge."

"An' don't de law say yo' can't be charged twice with the same offense?"

"That no man shall be twice placed in jeopardy for the identical act, yes."

"Den, yo' Honah, youse gotta let me go' suh. I was after de same chickens, suh."

The Winners in the Case and Comment Cross-Word Puzzle Contest

The Correct Solution

1. Roger Howell, Baltimore, Md.
2. M. L. Frerichs, Okemah, Okla.
3. R. L. Tarbox, New York City
4. H. H. Denton, Chicago, Ill.
5. R. F. Johnson, Des Moines, Ia.
6. C. R. Macfarlane, San Antonio, Tex.
7. Parsons Newman, Frederick, Md.
8. R. H. Whilden, University, Va.
9. G. C. Kendall, Boston, Mass.
10. Ross E. Myers, Bloomington, Ill.

The Lawyers

"We desire to take exception to the statement made by Mr. Darrow," writes Judge Thomas L. Anderson in the St. Louis Star that, 'The courts are cock-pits for lawyers to fight in.' They are always tribunals in which the truth, and nothing but the truth, is sought. It is true that opposing counsel are most interested in presenting their respective positions as representative of the truth. But why not?

"Every effort is made by the opposition to expose fallacies, and even when defeated lawyers realize that what is truth to-day may be error to-morrow. The supreme court of our state has reversed itself more than a thousand times. Always searching for the truth. Much effort is given over to disparaging lawyers and their work. But "lest we forget," it was chiefly lawyers that drafted the constitution of our republic; largely, it has been lawyers who have written the constitutions of our forty-eight states. It was a lawyer who drafted the Declaration of Independence; it was a lawyer to whom is given the greatest credit for saving our Union. The President of the United States is a lawyer. The mayor of our city is a lawyer, and every great governor of Missouri has been a lawyer. It was a lawyer whose flaming pen chiefly caused war-mad Europe to ground arms. The most powerful tribunal in the world, the United States Supreme Court, whose very thoughts shape the destinies of America, consists of nine lawyers.

"Take the lawyers out of America and it would be a mad-house in thirty days."

A.L.R.—"For Every Lawyer Who Briefs."

VIOLENCE